

OCT 12 2012

Att'y Docket: 7035.01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re US Patent to:	Neil Garcia-Sinclair et al.	
Serial No.:	09/690,613	
Filed:	October 16, 2000	
Patent No.	6,359,401	
Issued:	March 19, 2002	Date of Expiration:
Date of Patent:	March 19, 2002	April 19, 2006
Title:	MULTI-PHASE BIPOLAR BRUSHLESS D.C. MOTOR	Los Angeles, California

RESPONSE TO REQUEST FOR INFORMATION

**ATTN: Office of Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Fax: (571) 273-8300**

Dear David Bucci:

In response to the Request for Information dated August 13, 2012, Petitioner respectfully requests that the above-identified patent (the "Patent") be reconsidered in view of the remarks below.

In the notice of Request for Information, a wrong patent number was marked at the heading and thus, the notice was sent to a wrong correspondence address and Petitioner has not received the notice. However, Petitioner luckily found the notice on public PAIR of the PTO website while checking the statue of the case and submits this response.

Additionally, Petitioner submits a request for power of attorney and respectfully requests it be acknowledged and entered.

Remarks

The Examiner pointed that declarations from David Inil Choi, Jong Man Lee, Yong Hwan Kei, and Ki Bong Park submitted in the renewed petition do not comply with the provisions of 35

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U.S.C. 25 and 37 CFR 1.68. In response, Petitioner resubmits the declarations complying with the provisions.

The Request for Information inquires as to the financial condition of Ultimate Motroller Corporation, Inc. ("UMC") from March 19, 2005 until the filing of the petition on November 15, 2010, "unavoidable", and the steps taken to ensure timely payment of the maintenance fee, the date, and the manner in which UMC became aware of the expiration of the patent, and the steps taken to file the petition promptly. In response, Petitioner has submitted herewith second declarations of David Inil Choi, Jong Man Lee, Yong Hwan Kei, and Ki Bong Park. Taken together, Petitioner submits that they address the questions raised by the Request for Information.

Financial Condition of UMC

UMC was the owner of the Patent during the entire time period at issue. Since at least as early as early 2003, UMC has become completely broke and heavily indebted. It was evicted from its Glendale office in March, 2003 and the balance of its sole bank account was consistently less than \$100.00. UMC did not have any income and could not pay any bills, debts or liabilities.

The second declarations of David Inil Choi and others strongly support this financial condition of UMC that UMC had never had enough money, cash, assets or means to pay the maintenance fee or file a petition to revive the Patent during the entire period of delay from March 19, 2005 until November 15, 2010.

Reasonable Care Taken by UMC

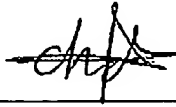
UMC's reasonable care for timely payment of the maintenance fee is additionally supported by the second declarations of David Inil Choi, Ki Bong Park, and others. Ki Bong Park was originally responsible for tracking and paying the maintenance fees and in January, 2005, the responsibility was turned over to David Inil Choi. They have kept the Patent file, record, and calendar to ensure timely payment of maintenance fees. They carefully tracked the due dates and tried hard to make sure timely payment of the maintenance fee. Once the patent expired, they were notified and tried hard to find a way to revive the expired Patent. The board meeting minutes of UMC also support that UMC board meetings held during the entire period at issue always covered the issue of paying the maintenance fee and/or reviving later expired Patent.

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For the reasons set forth in the second declarations of David Inil Choi, Jong Man Lee, Yong Hwan Kei, and Ki Bong Park, Petitioner respectfully requests that the Petitioner's Request for Reconsideration be granted and that the Patent be reinstated.

Respectfully submitted,

Dated: October 12, 2012

By: 
Heedong Chae
Regis. No. 69,240

EAST WEST LAW GROUP, PC
3600 Wilshire Blvd. Suite 2228
Los Angeles, California 90010
(213) 387-3630
Attorney for Petitioner

Please find the following exhibits in support of the facts presented above:

- EXHIBIT A:** Declaration of David Inil Choi, a founding member of UMC and the President and CEO of UMC since January 2005, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through;
UMC board resolution designating David Inil Choi as its President and CEO;
- EXHIBIT B:** Declaration of Jong Man Lee, a founding member and a director of UMC, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through;
- EXHIBIT C:** Declaration of Yong Hwan Kei, a director of UMC, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through;
- EXHIBIT D:** Declaration of Ki Bong Park, a founding member of UMC and the President and CEO of UMC from March 2003 to January 2005, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through;

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EXHIBIT A': Second Declaration of David Inil Choi, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through;

EXHIBIT B': Second Declaration of Jong Man Lee, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through;

EXHIBIT C': Second Declaration of Yong Hwan Kei, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through; and

EXHIBIT D': Second Declaration of Ki Bong Park, showing reasonable care, taken by UMC for timely payment of the maintenance fee, and financial hardship UMC has gone through.

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EXHIBIT A

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DECLARATION OF DAVID INIL CHOI

I, David Inil Choi, declare as follows:

1. I am one of the founding members and served as a Director of Ultimate Motroller Corporation, Inc. (hereinafter "UMC") since its incorporation in 1996, and became the President and CEO of UMC in January, 2005. The facts herein are within my personal knowledge and if called to testify, I would be competent to do so.

2. As an investor and current President and CEO of UMC, I have direct knowledge of UMC's internal affairs and financial situation.

3. UMC was incorporated in 1996 to develop, manufacture and sell electric motors for electric vehicles.

4. UMC developed a high-performance electric motor and a patent was issued for the invention in March, 2002 (U.S. Patent No. 6,359,401 (hereinafter "Patent")).

5. The Patent is the only patent UMC has and the most valuable asset to UMC.

6. Since late 1990s, UMC incurred many financial losses and was getting involved in several litigations as a defendant. Whatever income it had went to addressing the multiple litigations, leaving us in a very vulnerable state concerning other business matters.

7. Up until 2003, the situation had gradually worsened and UMC became broke and unable to pay any business expenses.

8. Since 2004, UMC has been unable to keep up with its business and financial responsibilities, including the maintenance of the Patent.

9. The financial situation of UMC is shown by the bank statements of NARA Bank business checking account, the only bank account which UMC had. Since 2004, the balance of the account had been consistently less than \$100.00, and finally on July 31, 2006, the bank account was closed by the bank.

1 10. Even the incorporation of UMC was suspended in August, 2004 by
2 the Secretary of State of California due to non-payment of California Franchise
3 Tax.

4 11. I was well aware that UMC's future depended on additional
5 investments and tried hard to find potential investors. I agreed with the idea that
6 despite the crucial importance of maintaining the Patent, its maintenance or revival
7 after expiration of the Patent was conditioned on receiving additional fund.

8 12. In January, 2005, I became the President and CEO of UMC, which
9 had stopped its business operation long ago, and inherited the responsibility of
10 finding investors to help revive UMC.

11 13. I was always aware of the need to pay the 3.5 year maintenance fee
12 for the Patent and the need to revive the expired Patent upon expiration.

13 14. I maintained a corporate document regarding the 3.5, 7.5, and 11.5
14 year maintenance fee payments for the Patent and the calendar marked for due
15 dates to pay the maintenance fee.

16 15. From 2004 to 2006, on many occasions, I discussed the maintenance
17 of the Patent with other UMC officers and directors. Thus, all UMC officers and
18 directors were well aware that the Patent rights needed to be preserved, but its
19 maintenance was conditioned on getting more investments for UMC.

20 16. In 2005 and 2006, on several occasions, UMC board meetings were
21 held for the agenda of potential investment in UMC and maintenance of the Patent.
22 In the meetings, the status of the Patent was always covered and the matter of
23 paying maintenance fee or reviving the expired Patent was discussed. Besides the
24 board meetings, UMC officers and directors had discussed the matter of the Patent
25 on many occasions. Since 2006, on many occasions, UMC officers and directors
26 have discussed the issue of reviving the patent.

27 17. Until 2009, UMC could not find any potential investors.
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1 18. In mid 2009, Cyclonatrix, Inc. showed interest in the expired Patent
2 and offered financial support to reinstate the expired Patent. Therefore, UMC filed
3 a petition in 2009 based on unintentional delay, which was denied in February
4 2010. UMC decided to proceed with the ground of unintentional delay rather than
5 the ground of unavoidable delay because the attorney fee was a lot more expensive
6 for the latter.


7 19. With the denied petition, UMC tried once again to find investors
8 throughout 2010 so that it could file another petition based on unavoidable delay.

9 20. In around August 2010, Cyclonatrix offered again to take over the
10 expired Patent and handle the petition to reinstate it.

11 21. In November 2010, UMC assigned the expired Patent to Cyclonatrix
12 and Cyclonatrix filed a petition to revive the Patent based on unavoidable delay.

13 22. I hereby declare that all statements made herein of my own
14 knowledge are true and that all statements made on information and belief are
15 believed to be true; and further that these statements were made with the
16 knowledge that willful false statements and the like so made are punishable by fine
17 or imprisonment, or both, under Section 1001 of Title 18 of the United States
18 Code, and that such willful false statements may jeopardize the validity of the
19 application or any patent issuing thereon.

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21 Executed on October 12, 2012 in Los Angeles, California.

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26 David Inil Choi
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EXHIBIT B

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DECLARATION OF JONG MAN LEE

I, Jong Man Lee, declare as follows:

1. I am one of the founding members of Ultimate Motroller Corporation, Inc. (hereinafter "UMC") and I served as the director of UMC since its incorporation in 1996, except the period from May, 2002 to March, 2005. The facts herein are within my personal knowledge and if called to testify, I would be competent to do so.

2. As a director, I have direct knowledge of UMC's internal affairs and financial situation.

3. UMC was incorporated in 1996 to do business to develop, manufacture and sell electric motors for electric vehicles.

4. UMC developed a high-performance electric motor and a patent was issued for the invention in March, 2002 (U.S. Patent No. 6,359,401 (hereinafter "Patent")).

5. The Patent is the only patent UMC ever had and the most valuable asset to UMC.

6. Since late 1990s, UMC incurred many financial losses and was getting involved in several litigations as a defendant. Whatever income it had went to addressing the multiple litigations, leaving us in a very vulnerable state concerning other business matters.

7. Up until 2003, the situation had gradually worsened and UMC became broke and unable to pay any business expenses.

8. Since 2004, UMC has been unable to keep up with its business and financial responsibilities, including the maintenance of the Patent.

9. The financial situation of UMC is shown by the bank statements of NARA Bank business checking account, the only bank account which UMC had. Since 2004, the balance of the account had been consistently less than \$100.00, and finally, on July 31, 2006, the bank account was closed by the bank.

1 10. Even incorporation status of UMC was suspended in August, 2004 by
2 Secretary of State of California due to non-payment of California Franchise Tax.

3 11. I was well aware that UMC's future depended on additional
4 investments and tried hard to find potential investors. I agreed with the idea that
5 despite the crucial importance of maintaining the Patent, its maintenance or revival
6 after expiration of the Patent was conditioned on receiving additional fund.

7 12. I have been aware of the need to pay the 3.5 year maintenance fee for
8 the Patent and the need to revive the expired Patent upon expiration.

9 13. From 2004 to 2006, on many occasions, I participated in discussions
10 with other UMC officers and directors regarding the maintenance of the Patent.
11 Thus, all UMC officers and directors were well aware that the Patent rights needed
12 to be preserved, but its maintenance was conditioned on getting more investments
13 for UMC.

14 14. In 2005 and 2006, on several occasions, I participated in UMC board
15 meetings regarding the need to pay maintenance fee for the Patent and revive upon
16 expiration. Since 2006, on many occasions, UMC officials and directors have
17 discussed the issue of reviving the Patent

18 15. Until 2009, UMC could not find any potential investors.

19 16. In mid 2009, Cyclonatix, Inc. showed interest in the expired Patent
20 and offered financial support to reinstate the expired Patent. Therefore, UMC filed
21 a petition in 2009 based on unintentional delay which was denied in February
22 2010. UMC decided to proceed with the ground of unintentional delay rather than
23 the ground of unavoidable delay because the attorney fee was a lot more expensive
24 for the latter.

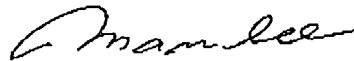
25 17. With the denied petition, UMC tried once again to find investors
26 throughout 2010 so that it could file another petition based on unavoidable delay.

27 18. In around August 2010, Cyclonatix offered again to take over the
28 expired Patent and handle the petition to reinstate it.

1 19. In November 2010, UMC assigned the expired Patent to Cyclonatrix
2 and Cyclonatrix filed a petition to revive the Patent based on unavoidable delay.

3 20. I hereby declare that all statements made herein of my own
4 knowledge are true and that all statements made on information and belief are
5 believed to be true; and further that these statements were made with the
6 knowledge that willful false statements and the like so made are punishable by fine
7 or imprisonment, or both, under Section 1001 of Title 18 of the United States
8 Code, and that such willful false statements may jeopardize the validity of the
9 application or any patent issuing thereon.

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11 Executed on October 12, 2012 in Los Angeles, California.

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15 Jong Man Lee
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EXHIBIT C

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DECLARATION OF YONG HWAN KEI

I, Yong Hwan Kei, declare as follows:

1. I am a director of Ultimate Motroller Corporation, Inc. (hereinafter "UMC"). The facts herein are within my personal knowledge and if called to testify, I would be competent to do so.

2. As a director, I have direct knowledge of UMC's internal affairs and financial situation.

3. UMC was incorporated in 1996 to develop, manufacture and sell electric motors for electric vehicles.

4. UMC developed a high-performance electric motor and a patent was issued for the invention in March, 2002 (U.S. Patent No. 6,359,401 (hereinafter "Patent")).

5. The Patent is the only patent UMC has and the most valuable asset to UMC.

6. Since late 1990s, UMC incurred many financial losses and was getting involved in several litigations as a defendant. Whatever income it had went to addressing the multiple litigations, leaving us in a very vulnerable state concerning other business matters.

7. Up until 2003, the situation had gradually worsened and UMC became broke and unable to pay any business expenses.

8. Since 2004, UMC has been unable to keep up with its business and financial responsibilities, including the maintenance of the Patent.

9. The financial situation of UMC is shown by the bank statements of NARA Bank business checking account, the only bank account which UMC had. Since 2004, the balance of the account had been consistently less than \$100.00, and finally on July 31, 2006, the bank account was closed by the bank.

1 10. Even incorporation status of UMC was suspended in August, 2004 by
2 Secretary of State of California due to non-payment of California Franchise Tax.

3 11. I was well aware that UMC's future depended on additional
4 investments and tried hard to find potential investors. I agreed with the idea that
5 despite the crucial importance of maintaining the Patent, its maintenance or revival
6 after expiration of the Patent was conditioned on receiving additional fund.

7 12. I have been aware of the need to pay the 3.5 year maintenance fee for
8 the Patent and the need to revive the expired Patent upon expiration.

9 13. From 2004 to 2006, on many occasions, I participated in discussions
10 with other UMC officers and directors regarding the maintenance of the Patent.
11 Thus, all UMC officers and directors were well aware that the Patent rights needed
12 to be preserved, but its maintenance was conditioned on getting more investments
13 for UMC.

14 14. In 2005 and 2006, on several occasions, I participated in UMC board
15 meetings regarding the need to pay maintenance fee for the Patent and revive it
16 upon expiration. Since 2006, on many occasions, UMC officials and directors
17 have discussed the issue of reviving the Patent.

18 15. Until 2009, UMC could not find any potential investors.

19 16. In mid 2009, Cyclonatix, Inc. showed interest in the expired Patent
20 and offered financial support to reinstate the expired Patent. Therefore, UMC filed
21 a petition in 2009 based on unintentional delay which was denied in February
22 2010. UMC decided to proceed with the ground of unintentional delay rather than
23 the ground of unavoidable delay because the attorney fee was a lot more expensive
24 for the latter.

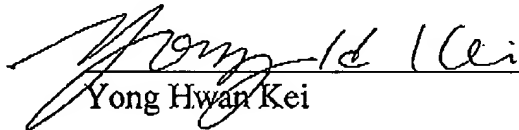
25 17. With the denied petition, UMC tried once again to find investors
26 throughout 2010 so that it could file another petition based on unavoidable delay.

27 18. In around August 2010, Cyclonatix offered again to take over the
28 expired Patent and handle the petition to reinstate it.

1 19. In November 2010, UMC assigned the expired Patent to Cyclonatrix
2 and Cyclonatrix filed a petition to revive the Patent based on unavoidable delay.

3 20. I hereby declare that all statements made herein of my own
4 knowledge are true and that all statements made on information and belief are
5 believed to be true; and further that these statements were made with the
6 knowledge that willful false statements and the like so made are punishable by fine
7 or imprisonment, or both, under Section 1001 of Title 18 of the United States
8 Code, and that such willful false statements may jeopardize the validity of the
9 application or any patent issuing thereon.

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11 Executed on October 12, 2012 in Los Angeles, California.

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EXHIBIT D

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DECLARATION OF KI BONG PARK

I, Ki Bong Park, declare as follows:

1. I am one of the founding members of Ultimate Motroller Corporation, Inc. (hereinafter "UMC") and I served as the President and CEO of UMC from January, 2003 to January, 2005 when David Inil Choi was elected to take my place. Thereafter, I served as a Vice president of Engineering of UMC. The facts herein are within my personal knowledge and if called to testify, I would be competent to do so.

2. As a founding member and former President and CEO of UMC, I have direct knowledge of UMC's internal affairs and financial situation.

3. UMC was incorporated in 1996 to develop, manufacture and sell electric motors for electric vehicles.

4. UMC developed a high-performance electric motor and a patent was issued for the invention in March 2002 (U.S. Patent No. 6,359,401 (hereinafter "Patent")), for which I was one of the inventors.

5. The Patent is the only patent UMC has and the most valuable asset to UMC.

6. Since late 1990s, UMC incurred many financial losses and was getting involved in several litigations as a defendant. Whatever income it had went to addressing the multiple litigations, leaving us in a very vulnerable state concerning other business matters.

7. Up until 2003, the situation had gradually worsened and UMC became broke and unable to pay any business expenses.

8. Since 2004, UMC has been unable to keep up with its business and financial responsibilities, including the maintenance of the Patent.

9. The financial situation of UMC is shown by the bank statements of NARA Bank business checking account, the only bank account which UMC had.

1 Since 2004, the balance of the account had been consistently less than \$100.00,
2 and finally on July 31, 2006, the bank account was closed by the bank.

3 10. Even the corporation status of UMC was suspended in August 2004
4 by the Secretary of State of California due to non-payment of California Franchise
5 Tax.

6 11. UMC officers and directors, including myself, were well aware that
7 UMC's future depended on additional investments and tried hard to find potential
8 investors. Despite the crucial importance of maintaining the Patent, its
9 maintenance or revival after expiration of the Patent was conditioned on receiving
10 additional fund.

11 12. I have been aware of the need to pay the 3.5 year maintenance fee for
12 the Patent and the need to revive the expired Patent upon expiration.

13 13. I maintained a corporate document regarding the 3.5, 7.5, and 11.5
14 year maintenance fee payments for the Patent and marked the calendar for due
15 dates for the maintenance fee payment.

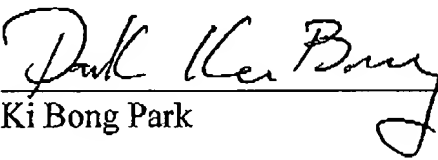
16 14. From 2004 to 2006, on many occasions, I discussed the maintenance
17 of the Patent with other UMC officers and directors. Thus, all UMC officers and
18 directors were well aware that the Patent rights needed to be preserved, but its
19 maintenance was conditioned on getting more investments for UMC.

20 15. In 2005 and 2006, on several occasions, UMC board meetings were
21 held for the agenda of potential investment in UMC and maintenance of the Patent.
22 In the meetings, the status of the Patent was always covered and the matter of
23 paying maintenance fee or reviving the expired Patent was discussed. Besides the
24 board meetings, UMC officers and directors had discussed the matter of the Patent
25 on many occasions.

26 16. I hereby declare that all statements made herein of my own
27 knowledge are true and that all statements made on information and belief are
28 believed to be true; and further that these statements were made with the

1 knowledge that willful false statements and the like so made are punishable by fine
2 or imprisonment, or both, under Section 1001 of Title 18 of the United States
3 Code, and that such willful false statements may jeopardize the validity of the
4 application or any patent issuing thereon.

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6 Executed on October 12, 2012 in Los Angeles, California.

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EXHIBIT A'

OCT 12 2012

SECOND DECLARATION OF DAVID INIL CHOI IN SUPPORT
OF PETITION UNDER 37 C.F.R. §1.378(b)

I, David Inil Choi, declare as follows:

1. I am one of the founding members and served as a Director of Ultimate Motroller Corporation, Inc. (hereinafter "UMC") since its incorporation in 1996, and became the President and CEO of UMC in January, 2005. I have submitted a declaration on this matter. I reaffirm the statements made in the declaration. I submit this Second Declaration in response to the Request for Information from the Patent and Trademark Office dated August 13, 2012. The facts herein are within my personal knowledge and if called to testify, I would be competent to do so.

Response to the Request for Information

Financial Condition of UMC

2. The Request for Information inquires as to the financial condition of UMC from March 19, 2005 until the filing of the petition on November 15, 2010, "unavoidable".

3. Since at least as early as early 2003, UMC has become completely broke and stopped doing business, and thus UMC has had no asset or income since then. UMC has been heavily indebted, and it could not pay and has not paid any debts, liabilities or obligations. In fact, UMC could not even pay and has not paid any utility bills or taxes since at least as early as 2003.

4. I and other directors and officers of UMC have not been paid for our services as a director or an officer of UMC since at least as early as 2003. UMC has not paid any payrolls since at least as early as 2003.

5. In March, 2003, UMC was evicted for failure to pay rent from its office at 340 W. Palmer Ave., Glendale, CA 91204. Then, SunGen DC, LLC accommodated UMC to use SunGen's office in Los Angeles, CA 90032 for business or board meetings.

1 6. The only asset UMC has had since 2004 was a small amount of cash
2 deposited in a bank account and the balance of the bank account was consistently
3 less than \$100.00 since 2004. The account was finally closed in 2006 and UMC
4 became completely broke. Thus, since 2004, UNC has never had enough cash,
5 assets or means to pay 3.5 year maintenance fee in the amount of \$525.00.

6 7. In August, 2009, UMC filed a petition to revive U.S. Patent No.
7 6,359,401 (the "Patent") under 37 CFR 1.378(c) based on an unintentionally
8 delayed payment of a maintenance fee and Cyclonatix paid the expenses related to
9 the petition.

10 8. The petition under 37 CFR 1.378(c) was denied in February, 2010 and
11 UMC did not have any money to file another petition to revive the Patent under 37
12 CFR 1.378(b) based on an unavoidably delayed payment of a maintenance fee.

13 9. In November, 2010, Cyclonatix acquired the Patent from UNC and
14 filed the petition to revive under 37 CFR 1.378(b) on its own.

15 10. Therefore, during the entire period of delay from March 19, 2005 until
16 November 15, 2010, UMC had never had enough money, cash, assets or means to
17 pay the maintenance fee or file a petition to revive the Patent.

18 **Reasonable Care Taken by UMC**

19 11. The Request for Information inquires as to the steps taken to ensure
20 timely payment of the maintenance fee, the date, and the manner in which patentee
21 became aware of the expiration of the patent, and the steps taken to file the petition
22 promptly.

23 12. Ki Bong Park is a co-inventor of the Patent and participated in the
24 patent prosecution for the Patent. Thus, he was well aware of the patent
25 prosecution procedure and patent maintenance fee requirements. Since the filing of
26 a patent application for the Patent, Ki Bong Park had kept the Patent file and had
27 been in charge of tracking the maintenance fee due dates and paying maintenance
28 fees for the Patent.

1 13. The Patent file contained patent prosecution related documents, a
2 copy of the issued Patent, U.S. PTO fee schedule showing the amount of patent
3 maintenance fees, a note where the maintenance fee payment due dates were
4 written, and a calendar with marks on the due dates. I tracked the due dates for the
5 maintenance fee payments using the note and the calendar.

6 14. In January, 2005, Ki Bong Park turned over the Patent file to me and
7 explained and taught me in details about the Patent and patent law system in
8 general, including the patent maintenance fee requirements, and since then, I have
9 been in charge of tracking the maintenance fee due dates and paying maintenance
10 fees for the Patent. Since then, I have always been well aware of the patent
11 maintenance fee requirements and tracked the due dates very carefully.

12 15. In March, 2005, during the board meeting of UMC, I raised the issue
13 of 3.5 year maintenance fee payment for the Patent and the board members
14 discussed the issue along with other issues. The board members acknowledged that
15 payment of 3.5 year maintenance fee for the Patent was conditioned on UMC's
16 receiving additional fund or investment to resume its business and operation.

17 16. Again in September, 2005, during the board meeting of UMC, I raised
18 the issue of 3.5 year maintenance fee payment for the Patent and the board
19 members discussed the issue along with other issues. The board members
20 acknowledged that payment of 3.5 year maintenance fee for the Patent was
21 conditioned on UMC's receiving additional fund or investment to resume its
22 business and operation.

23 17. In January, 2006, I discussed the issue of 3.5 year maintenance fee
24 payment for the Patent with Ki Bong Park and we consulted a lawyer who
25 counseled that the Patent might expire unless UMC paid the 3.5 year maintenance
26 fee by the due date and that an expired patent might be revived by a petition. On
27 about the same time, I added to the Patent file a copy of 37 CFR 1.378 entitled
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1 "Acceptance of Delayed Payment of Maintenance Fee in Expired Patent to
2 Reinstate Patent".

3 18. In March, 2006, during the board meeting of UMC, I explained to the
4 board members that the Patent would expire due to failure to pay the maintenance
5 fee and might be revived by a petition. The board members discussed this issue
6 along with other issues. The board members understood that revival of the expired
7 Patent was conditioned on UMC's receiving additional fund or investment to
8 resume its business and operation.

9 19. In May, 2006, I was notified of the expiration of the Patent and added
10 the notice to the Patent file.

11 20. In January, 2008, I discussed the issue of reviving the expired Patent
12 with Ki Bong Park.

13 21. In March, 2008, during the board meeting of UMC, I explained to the
14 board members that there are two different types of petitions to revive an expired
15 patent, one for unintentional delay and the other for unavoidable delay. The board
16 members understood that reinstatement of the Patent was conditioned on UMC's
17 receiving additional funding or investment.

18 22. In March, 2009, during the board meeting of UMC, I raised the issue
19 of paying 7.5 year maintenance fee for the Patent and the board members discussed
20 the issue along with other issues. The board members understood that
21 reinstatement of the Patent and paying 7.5 year maintenance fee were conditioned
22 on UMC's receiving additional funding or investment.

23 23. In August, 2009, the board members of UMC discussed the issue of
24 reviving the Patent under unintentionally delayed payment. I consulted an attorney
25 who counseled that UMC would better proceed first with a petition based on an
26 unintentionally delayed payment and then, if it failed, with a petition based on an
27 unavoidably delayed payment. The board members of UMC agreed to proceed
28

1 with the former petition and UMC filed a petition to revive the expired Patent
2 based on an unintentionally delayed payment.

3 24. In February, 2010, I was notified that the petition to revive the Patent
4 was denied. I discussed this matter with other board members of UMC.

5 25. Between February and August, 2010, I had discussed and negotiated
6 with Cyclonatix regarding its potential acquisition of the Patent.

7 26. In August, 2010, the board members of UMC discussed the issue of
8 reviving the Patent based on unavoidably delayed payment.

9 27. In November, 2010, Cyclonatix acquired the Patent from UNC and
10 filed the petition to revive under 37 CFR 1.378(b) on its own.

11 28. I hereby declare that all statements made herein of my own
12 knowledge are true and that all statements made on information and belief are
13 believed to be true; and further that these statements were made with the
14 knowledge that willful false statements and the like so made are punishable by fine
15 or imprisonment, or both, under Section 1001 of Title 18 of the United States
16 Code, and that such willful false statements may jeopardize the validity of the
17 application or any patent issuing thereon.

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19 Executed on October 12, 2012 in Los Angeles, California.
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David Inil Choi

Oct. 12. 2012 5:03PM

OCT 12 2012

No. 0224 P. 30

EXHIBIT B'

Oct. 12. 2012 5:03PM

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No. 0224 P. 31

1 **SECOND DECLARATION OF JONG MAN LEE IN SUPPORT**
2 **OF PETITION UNDER 37 C.F.R. §1.378(b)**

3 I, Jong Man Lee, declare as follows:

4 1. I am one of the founding members of Ultimate Motroller Corporation,
5 Inc. (hereinafter "UMC") and I served as the director of UMC since its
6 incorporation in 1996, except the period from May, 2002 to March, 2005. I have
7 submitted a declaration on this matter. I reaffirm the statements made in the
8 declaration. I submit this Second Declaration in response to the Request for
9 Information from the Patent and Trademark Office dated August 13, 2012. The
10 facts herein are within my personal knowledge and if called to testify, I would be
11 competent to do so.

12 **Response to the Request for Information**

13 **Financial Condition of UMC**

14 2. The Request for Information inquires as to the financial condition of
15 UMC from March 19, 2005 until the filing of the petition on November 15, 2010,
16 "unavoidable".

17 3. I have not been paid for my service as a director of UMC since early
18 2005.

19 4. The only asset UMC has had since 2004 was a small amount of cash
20 deposited in a bank account and the balance of the bank account was consistently
21 less than \$100.00 since 2004. The account was finally closed in 2006 and UMC
22 became completely broke. Thus, since 2004, UNC has never had enough cash,
23 assets or means to pay 3.5 year maintenance fee in the amount of \$525.00.

24 5. In August, 2009, UMC filed a petition to revive U.S. Patent No.
25 6,359,401 (the "Patent") under 37 CFR 1.378(c) based on an unintentionally
26 delayed payment of a maintenance fee and Cyclonatix paid the expenses related to
27 the petition.
28

1 6. The petition under 37 CFR 1.378(c) was denied in February, 2010 and
2 UMC did not have any money to file another petition to revive the Patent under 37
3 CFR 1.378(b) based on an unavoidably delayed payment of a maintenance fee.

4 7. In November, 2010, Cyclonatrix acquired the Patent from UNC and
5 filed the petition to revive under 37 CFR 1.378(b) on its own.

6 8. Therefore, during the entire period of delay from March 19, 2005 until
7 November 15, 2010, UMC had never had enough money, cash, assets or means to
8 pay the maintenance fee or file a petition to revive the Patent.

9 **Reasonable Care Taken by UMC**

10 9. The Request for Information inquires as to the steps taken to ensure
11 timely payment of the maintenance fee, the date, and the manner in which patentee
12 became aware of the expiration of the patent, and the steps taken to file the petition
13 promptly.

14 10. In September, 2005, during the board meeting of UMC, I discussed
15 with other board members regarding the issue of 3.5 year maintenance fee payment
16 for the Patent and other issues. We were all well aware that payment of 3.5 year
17 maintenance fee for the Patent was conditioned on UMC's receiving additional
18 fund or investment to resume its business and operation.

19 11. In March, 2006, during the board meeting of UMC, I discussed with
20 other board members the issue of the expiration of the Patent due to failure to pay
21 the maintenance fee. We also discussed the issue of reinstating the expired Patent.
22 All of the board members understood well that revival of the expired Patent was
23 conditioned on UMC's receiving additional fund or investment to resume its
24 business and operation.

25 12. In March, 2008, during the board meeting of UMC, I discussed with
26 other board members about revival of the expired Patent. All of the board members
27 well understood that reinstatement of the Patent was conditioned on UMC's
28 receiving additional funding or investment.

1 13. In March, 2009, during the board meeting of UMC, I discussed with
2 other board members about revival of the Patent and payment of 7.5 year
3 maintenance fee for the Patent. All of the board members well understood that
4 reinstatement of the Patent and paying 7.5 year maintenance fee were conditioned
5 on UMC's receiving additional funding or investment.

6 14. In August, 2009, the board members of UMC discussed the issue of
7 reviving the Patent. The board members of UMC agreed to file a petition to revive
8 the expired Patent based on an unintentional delayed payment and UMC filed it.

9 15. In February, 2010, UMC was notified that the petition to revive the
10 Patent was denied. The board members of UMC discussed the matter.


11 16. Between February and August, 2010, UMC discussed with Cyclonatrix
12 regarding Cyclonatrix's acquisition of the Patent.

13 17. In August, 2010, the board members of UMC discussed the issue of
14 reviving the Patent based on unavoidably delayed payment.

15 18. In November, 2010, Cyclonatrix acquired the Patent from UNC and
16 filed the petition to revive under 37 CFR 1.378(b) on its own.

17 19. I hereby declare that all statements made herein of my own
18 knowledge are true and that all statements made on information and belief are
19 believed to be true; and further that these statements were made with the
20 knowledge that willful false statements and the like so made are punishable by fine
21 or imprisonment, or both, under Section 1001 of Title 18 of the United States
22 Code, and that such willful false statements may jeopardize the validity of the
23 application or any patent issuing thereon.

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25 Executed on October 12, 2012 in Los Angeles, California.

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Jong Man Lee

Oct. 12. 2012 5:04PM

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No. 0224 P. 34

OCT 12 2012

EXHIBIT C'

OCT 12 2012

SECOND DECLARATION OF YONG HWAN KEI IN SUPPORT
OF PETITION UNDER 37 C.F.R. §1.378(b)

I, Yong Hwan Kei, declare as follows:

1. I am a director of Ultimate Motroller Corporation, Inc. (hereinafter "UMC"). I have submitted a declaration on this matter. I reaffirm the statements made in the declaration. I submit this Second Declaration in response to the Request for Information from the Patent and Trademark Office dated August 13, 2012. The facts herein are within my personal knowledge and if called to testify, I would be competent to do so.

Response to the Request for Information

Financial Condition of UMC

2. The Request for Information inquires as to the financial condition of UMC from March 19, 2005 until the filing of the petition on November 15, 2010, "unavoidable".

3. I have not been paid for my service as a director of UMC since early 2003.

4. In March, 2003, UMC was evicted for failure to pay rent from its office at 340 W. Palmer Ave., Glendale, CA 91204. Then, SunGen DC, LLC accommodated UMC to use SunGen's office in Los Angeles, CA 90032 for business or board meetings.

5. The only asset UMC has had since 2004 was a small amount of cash deposited in a bank account and the balance of the bank account was consistently less than \$100.00 since 2004. The account was finally closed in 2006 and UMC became completely broke. Thus, since 2004, UMC has never had enough cash, assets or means to pay 3.5 year maintenance fee in the amount of \$525.00.

6. In August, 2009, UMC filed a petition to revive U.S. Patent No. 6,359,401 (the "Patent") under 37 CFR 1.378(c) based on an unintentionally

1 delayed payment of a maintenance fee and Cyclonatix paid the expenses related to
2 the petition.

3 7. The petition under 37 CFR 1.378(c) was denied in February, 2010 and
4 UMC did not have any money to file another petition to revive the Patent under 37
5 CFR 1.378(b) based on an unavoidably delayed payment of a maintenance fee.

6 8. In November, 2010, Cyclonatix acquired the Patent from UNC and
7 filed the petition to revive under 37 CFR 1.378(b) on its own.

8 9. Therefore, during the entire period of delay from March 19, 2005 until
9 November 15, 2010, UMC had never had enough money, cash, assets or means to
10 pay the maintenance fee or file a petition to revive the Patent.

11 **Reasonable Care Taken by UMC**

12 10. The Request for Information inquires as to the steps taken to ensure
13 timely payment of the maintenance fee, the date, and the manner in which patentee
14 became aware of the expiration of the patent, and the steps taken to file the petition
15 promptly.

16 11. In March, 2005, during the board meeting of UMC, I discussed with
17 other board members regarding the issue of 3.5 year maintenance fee payment for
18 the Patent and other issues. We were all well aware that payment of 3.5 year
19 maintenance fee for the Patent was conditioned on UMC's receiving additional
20 fund or investment to resume its business and operation.

21 12. Again in September, 2005, during the board meeting of UMC, I
22 discussed with other board members regarding the issue of 3.5 year maintenance
23 fee payment for the Patent and other issues. We were all well aware that payment
24 of 3.5 year maintenance fee for the Patent was conditioned on UMC's receiving
25 additional fund or investment to resume its business and operation.

26 13. In March, 2006, during the board meeting of UMC, I discussed with
27 other board members the expiration of the Patent due to failure to pay the
28 maintenance fee. We also discussed the issue of reinstating the expired Patent. All

1 of the board members understood well that revival of the expired Patent was
2 conditioned on UMC's receiving additional fund or investment to resume its
3 business and operation.

4 14. In March, 2008, during the board meeting of UMC, I discussed with
5 other board members about revival of the expired Patent. All of the board members
6 understood well that reinstatement of the Patent was conditioned on UMC's
7 receiving additional funding or investment.

8 15. In March, 2009, during the board meeting of UMC, I discussed with
9 other board members about revival of the Patent and payment of 7.5 year
10 maintenance fee for the Patent. All of the board members understood well that
11 reinstatement of the Patent and paying 7.5 year maintenance fee were conditioned
12 on UMC's receiving additional funding or investment.

13 16. In August, 2009, the board members of UMC discussed the issue of
14 reviving the Patent. The board members of UMC agreed to file a petition to revive
15 the expired Patent based on an unintentional delayed payment and UMC filed it.

16 17. In February, 2010, UMC was notified that the petition to revive the
17 Patent was denied. The board members of UMC discussed the matter.

18 18. Between February and August, 2010, UMC discussed with Cyclonatrix
19 regarding Cyclonatrix's acquisition of the Patent.

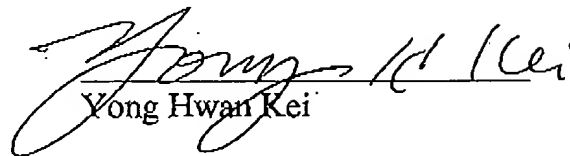
20 19. In August, 2010, the board members of UMC discussed the issue of
21 reviving the Patent based on unavoidably delayed payment.

22 20. In November, 2010, Cyclonatrix acquired the Patent from UNC and
23 filed the petition to revive under 37 CFR 1.378(b) on its own.

24 21. I hereby declare that all statements made herein of my own
25 knowledge are true and that all statements made on information and belief are
26 believed to be true; and further that these statements were made with the
27 knowledge that willful false statements and the like so made are punishable by fine
28 or imprisonment, or both, under Section 1001 of Title 18 of the United States

1 Code, and that such willful false statements may jeopardize the validity of the
2 application or any patent issuing thereon.

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4 Executed on October 12, 2012 in Los Angeles, California.

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OCT 12 2012

EXHIBIT D'

OCT 12 2012

1 SECOND DECLARATION OF KI BONG PARK IN SUPPORT
2 OF PETITION UNDER 37 C.F.R. §1.378(b)

3 I, Ki Bong Park, declare as follows:

4 1. I am one of the founding members of Ultimate Motroller Corporation,
5 Inc. (hereinafter "UMC") and I served as the President and CEO of UMC from
6 January, 2003 to January, 2005 when David Inil Choi was elected to take my place.
7 Thereafter, I served as a Vice president of Engineering of UMC. I have submitted a
8 declaration on this matter. I reaffirm the statements made in the declaration. I
9 submit this Second Declaration in response to the Request for Information from the
10 Patent and Trademark Office dated August 13, 2012. The facts herein are within
11 my personal knowledge and if called to testify, I would be competent to do so.

12 Response to the Request for Information

13 Financial Condition of UMC

14 2. The Request for Information inquires as to the financial condition of
15 UMC from March 19, 2005 until the filing of the petition on November 15, 2010,
16 "unavoidable".

17 3. Since at least as early as early 2003, UMC has become completely
18 broke and stopped doing business, and thus UMC has had no asset or income since
19 then. UMC has been heavily indebted, and it could not pay and has not paid any
20 debts, liabilities or obligations. In fact, UMC could not even pay and has not paid
21 any utility bills or taxes since at least as early as 2003.

22 4. I and other directors and officers of UMC have not been paid for our
23 services as a director or an officer of UMC since at least as early as 2003. UMC
24 has not paid any payrolls since at least as early as 2003.

25 5. In March, 2003, UMC was evicted for failure to pay rent from its
26 office at 340 W. Palmer Ave., Glendale, CA 91204. Then, SunGen DC, LLC
27 accommodated UMC to use SunGen's office in Los Angeles, CA 90032 for
28 business or board meetings.

1 6. The only asset UMC has had since 2004 was a small amount of cash
2 deposited in a bank account and the balance of the bank account was consistently
3 less than \$100.00 since 2004. The account was finally closed in 2006 and UMC
4 became completely broke. Thus, since 2004, UNC has never had enough cash,
5 assets or means to pay 3.5 year maintenance fee in the amount of \$525.00.

6 7. In August, 2009, UMC filed a petition to revive U.S. Patent No.
7 6,359,401 (the "Patent") under 37 CFR 1.378(c) based on an unintentionally
8 delayed payment of a maintenance fee and Cyclonatrix paid the expenses related to
9 the petition.

10 8. The petition under 37 CFR 1.378(c) was denied in February, 2010 and
11 UMC did not have any money to file another petition to revive the Patent under 37
12 CFR 1.378(b) based on an unavoidably delayed payment of a maintenance fee.

13 9. In November, 2010, Cyclonatrix acquired the Patent from UNC and
14 filed the petition to revive under 37 CFR 1.378(b) on its own.

15 10. Therefore, during the entire period of delay from March 19, 2005 until
16 November 15, 2010, UMC had never had enough money, cash, assets or means to
17 pay the maintenance fee or file a petition to revive the Patent.

18 **Reasonable Care Taken by UMC**

19 11. The Request for Information inquires as to the steps taken to ensure
20 timely payment of the maintenance fee, the date, and the manner in which patentee
21 became aware of the expiration of the patent, and the steps taken to file the petition
22 promptly.

23 12. I am a co-inventor of the Patent and participated in the patent
24 prosecution for the Patent. Thus, I was well aware of the patent prosecution
25 procedure and patent maintenance fee requirements. Since the filing of a patent
26 application for the Patent, I had kept the Patent file and had been in charge of
27 tracking the maintenance fee due dates and paying maintenance fees for the Patent.
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1 13. In the Patent file, I kept patent prosecution related documents, a copy
2 of the issued Patent, U.S. PTO fee schedule showing the amount of patent
3 maintenance fees, a note where the maintenance fee payment due dates were
4 written, and a calendar with marks on the due dates. I tracked the due dates for the
5 maintenance fee payments using the note and the calendar.

6 14. In January, 2005, I turned over the Patent file to David Inil Choi and
7 explained and taught him in details about the Patent and patent law system in
8 general, including the patent maintenance fee requirements, and since then, he has
9 been in charge of tracking the maintenance fee due dates and paying maintenance
10 fees for the Patent. As far as I know, Choi has always been very meticulous in
11 tracking the due dates for the maintenance fee payments.

12 15. In March, 2005, during the board meeting of UMC, I discussed with
13 board members regarding the issue of 3.5 year maintenance fee payment for the
14 Patent and other issues. We were all well aware that payment of 3.5 year
15 maintenance fee for the Patent was conditioned on UMC's receiving additional
16 fund or investment to resume its business and operation.

17 16. Again in September, 2005, during the board meeting of UMC, I
18 discussed with board members regarding the issue of 3.5 year maintenance fee
19 payment for the Patent and other issues. We were all well aware that payment of
20 3.5 year maintenance fee for the Patent was conditioned on UMC's receiving
21 additional fund or investment to resume its business and operation.

22 17. In January, 2006, I discussed the issue of 3.5 year maintenance fee
23 payment for the Patent with David Inil Choi and we consulted a lawyer who
24 counseled that the Patent might expire unless UMC paid the 3.5 year maintenance
25 fee by the due date and that an expired patent might be revived by a petition.

26 18. In March, 2006, during the board meeting of UMC, I discussed with
27 other board members the expiration of the Patent due to failure to pay the
28 maintenance fee. We also discussed the issue of reinstating the expired Patent. All

1 of the board members understood well that revival of the expired Patent was
2 conditioned on UMC's receiving additional fund or investment to resume its
3 business and operation.

4 19. In May, 2006, UMC was notified of the expiration of the Patent.

5 20. In January, 2008, I discussed the issue of reviving the expired Patent
6 with David Inil Choi.

7 21. In March, 2008, during the board meeting of UMC, I discussed with
8 board members about revival of the expired Patent. All of the board members
9 understood well that reinstatement of the Patent was conditioned on UMC's
10 receiving additional funding or investment.

11 22. In March, 2009, during the board meeting of UMC, I discussed with
12 board members about revival of the Patent and payment of 7.5 year maintenance
13 fee for the Patent. All of the board members understood well that reinstatement of
14 the Patent and paying 7.5 year maintenance fee were conditioned on UMC's
15 receiving additional funding or investment.

16 23. In August, 2009, the board members of UMC discussed the issue of
17 reviving the Patent. The board members of UMC agreed to file a petition to revive
18 the expired Patent based on an unintentional delayed payment and UMC filed it.

19 24. In February, 2010, UMC was notified that the petition to revive the
20 Patent was denied. The board members of UMC discussed the matter.

21 25. Between February and August, 2010, UMC discussed with Cyclonatrix
22 regarding Cyclonatrix's acquisition of the Patent.

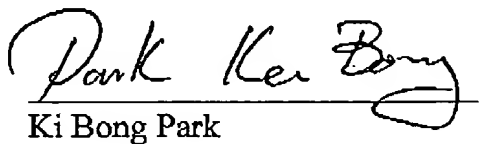
23 26. In August, 2010, the board members of UMC discussed the issue of
24 reviving the Patent based on unavoidably delayed payment.

25 27. In November, 2010, Cyclonatrix acquired the Patent from UNC and
26 filed the petition to revive under 37 CFR 1.378(b) on its own.

27 28. I hereby declare that all statements made herein of my own
28 knowledge are true and that all statements made on information and belief are

1 believed to be true; and further that these statements were made with the
2 knowledge that willful false statements and the like so made are punishable by fine
3 or imprisonment, or both, under Section 1001 of Title 18 of the United States
4 Code, and that such willful false statements may jeopardize the validity of the
5 application or any patent issuing thereon.

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7 Executed on October 12, 2012 in Los Angeles, California.

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